

2025-2029 Seneca Fields Apartments Hydrant Agreement

THIS AGREEMENT, MADE THIS 26th DAY OF November, 2024 by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and **Two Plus Four Management Co.**, located in **East Syracuse New York**, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER".

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY shall keep and maintain the private fire hydrants located within the OWNER's property, situated at **Seneca Fields Apartments**, 1061 Meadow Drive, Oneida, (hereinafter the "Property") in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY shall include the following:
 - a. Annual inspection of hydrant;
 - b. Winterization of hydrants;
 - c. Repairing defects found during annual inspection; and
 - d. Repairing hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this Agreement shall include the following:
 - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense;
 - b. Repairing hydrants as a result of vehicle impact or snow removal operations; and
 - c. Relocation or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the Property with work crews and equipment to affect the purposes of this Agreement and to excavate the Property for the purpose of repair and/or maintenance. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

2025-2029 Seneca Fields Apartments Hydrant Agreement

maintenance and inspection of the hydrants on OWNER's property, to be calculated as follows:

The hydrant tax raised in the CITY on an annual basis shall be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. Such per unit hydrant cost shall be multiplied by the number of hydrants presently on the Property, to arrive at the annual hydrant charge for the OWNER.

A bill for the hydrant charge shall be issued by the CITY on or about January 1st of each year, with payment due in full not later than March 1st of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1st as required, then the CITY shall have the right to terminate this Agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the City of Oneida Water Department Rules and Regulations, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on the Property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this Agreement on an annual basis. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this Agreement shall continue and remain in full force and effect for the period of three (5) years, from the 1st day of January 2025 through December 31, 2029.

2025-2029 Seneca Fields Apartments Hydrant Agreement

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

THE CITY OF ONEIDA, NEW YORK

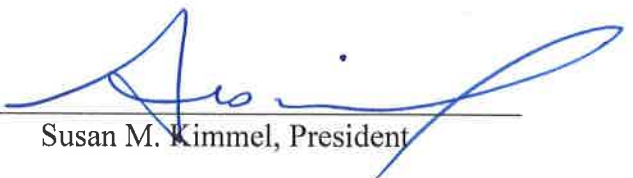
SEAL

BY _____
Kyle Lovell, City Manager

Water Commissioners
City of Oneida, New York

Two Plus Four Management Company

SEAL

BY  _____
Susan M. Kimmel, President

2025-2029 Seneca Fields Apartments Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 202__, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____

Notary Public

Appointed in Madison County

My Commission Expires ____/____/____

STATE OF NEW YORK)

Onondaga) SS.:

COUNTY OF MADISON)

On the 26 day of November, in the year 2024, before me, the undersigned, personally appeared **Susan M. Kimmel**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **President of Two Plus Four Management Co.**, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

MELANIE A. WIRSIG
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01W16246691
Qualified in Oswego County
Commission Expires Aug. 15, 2027

By Melanie A. Wirsig

Notary Public

Appointed in Madison County

My Commission Expires 08 / 15 / 27

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 202__, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain,** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____

Notary Public

Appointed in Madison County

My Commission Expires ____/____/____

2025-2029 Green Empire Farms Hydrant Agreement

THIS AGREEMENT, MADE THIS 5th DAY OF November, 2024
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the **GREEN EMPIRE FARMS, INC.**, located in Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at **1876 West Elm Street**, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
 - a. Annual inspection of hydrant.
 - b. Winterize hydrants.
 - c. Repair defects found during annual inspection.
 - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
 - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
 - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
 - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to effect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

2025-2029 Green Empire Farms Hydrant Agreement

maintenance and inspection of the hydrant on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1st of each year, with payment due in full not later than March 1st of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1st as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

Bodily Injury Liability	Each Person	\$1,000,000.00
	Each Occurrence	\$2,000,000.00
Property Damage Liability	Each Accident	\$1,000,000.00
	Aggregate	\$2,000,000.00

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of five (5) years, from the 1st day of January 2025 through December 31, 2029.

2025-2029 Green Empire Farms Hydrant Agreement

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

THE CITY OF ONEIDA, NEW YORK

SEAL

BY _____
Kyle Lovell, City Manager

Water Commissioners
City of Oneida, New York

GREEN EMPIRE FARMS INCORPORATED

SEAL

BY _____
OWNER Representatives
General Manager

2025-2029 Green Empire Farms Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 202__, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the 3rd day of December, in the year 2024, before me, the undersigned, personally appeared Adam J. Olds, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as OWNER Representative(s) of **Green Empire Farms Inc.**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Phyllis Sweeten
Notary Public, State of New York
Appointed in Madison County
No. 04SW/6218331
My Commission Expires Mar. 1, 2026

By Phyllis Sweeten
Notary Public
Appointed in Madison County
My Commission Expires 3/1/26

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 202__, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____